

DEERFIELD SUBDIVISION RESTRICTIONS

Volume 4, Page 99, Plat Records of Kerr County, Texas; Volume 204, Page 240, Volume 204, Page 521, Volume 305, Page 510 and Volume 305, Page 516, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated March 29, 1956 to L.C.R.A., recorded in Volume 2, Page 589, Easement Records of Kerr County, Texas.
- Right Of Way and Easement dated December 23, 1976 to the Kerrville Telephone Company and L.C.R.A., recorded in Volume 9, Page 241, Easement Records of Kerr County, Texas. (Affects Lots 29 & 30 only)
- Mineral reservation by Grantor, as described in instrument from Kerrville Hills Ranch Estates, inc., a Texas corporation to Carl Harvey Brinkman and Jack Moore, dated January 16, 1978, recorded in Volume 204, Page 237, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 99, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions in Volume 204, Page 240 and Volume 204, Page 521, Deed Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated January 16, 1978, recorded in Volume 204, Page 240, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



GENERAL NOTES

EASEMENTS: All street easements shall be fifty (50) ft. in width, each cul-de-sac of a radius as shown.
A ten (10) ft. wide easement is reserved along each side and rear lot line and street easement line for public utilities, including easements for pole guys and anchors where needed.

BUILDING SET-BACK LINES:

30 FT.	from all street easement lines
5 FT.	from interior lot lines
10 FT.	from rear lot lines

SIDE LOT DIMENSIONS: All side lot line dimensions are to the center-line of streets as shown.

THE STATE OF TEXAS X

THE COUNTY OF KERR X

THAT HARVEY BRINKMAN, hereinafter called "Developer," being the owner and developer of that certain tract of land, known as DEERFIELD, a subdivision located in Kerr County, Texas, described in Exhibit A, which is attached hereto and incorporated herein for all purposes, hereinafter called the "Subdivision," and which Subdivision and the various tracts, parcels, lots, areas, boundaries and roadways thereof are shown on plat of such Subdivision of record in Volume 4, Page 99 of the Plat Records of Kerr County, Texas, and desiring to establish and implement a uniform plan and program for development and improvement of the Subdivision and the sale, use, ownership and occupancy of property therein, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, Conditions and Easements to be, and the same are hereby made, applicable to the Subdivision.

I.

GENERAL PROVISIONS

Applicability

1. Each contract, deed or deed of trust which may predate the recording or recording date of these restrictions and restrictive covenants, but which are made expressly subject hereto, and each contract, deed or deed of trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements

herein set forth, regardless of whether or not any such provisions are set forth in said contract, deed or deed of trust, and whether or not referred to in any such instrument.

Dedication

2. The streets and roads shown on said recorded plat are dedicated to the use of the public and shall constitute a public easement upon any portion of any lot in the Subdivision which lies within or is covered by any such street or road. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. Whether shown on such plat or not, a utility easement area ten feet (10') in width, along and parallel to each property, tract or lot boundary line is reserved and dedicated to the same effect as if actually shown on said plat.

Reservations

2. A. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance, operation and replacement of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

B. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such

public utility easements; and the right (but no obligation) to construct, maintain, repair, replace and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

C. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or utility district created under Article XVI, Section 59, of the Texas Constitution, public service corporation or other party or entity is hereby expressly reserved to the Developer.

D. Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

E. The developer shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, replace, repair, operate or maintain any utility located therein.

Duration

4. The provisions hereof constitute covenants running with the land and shall be binding upon the Developer, his heirs and assigns, and all persons or parties claiming under him for a period of thirty (30) days from the date hereof, at which time all of such provisions shall be automatically extended for successive period of ten (10) years each, unless prior to the expiration of any such period of thirty (30) years or ten (10) years, the Developer and the owners of a majority of lots in the Subdivision, including the Developer if he shall then own any lot or lots, shall have executed and

recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty (30) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Reservations and Restrictions set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the concurrence of the Developer, his heirs or assigns, and the owners of a majority of the lots or tracts in the Subdivision, including the Developer as a lot owner if he then owns any lot or lots, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

Enforcement

5. In the event of the violation or attempted or threatened violation of any restriction, covenant or provision set forth herein, enforcement shall be authorized by any proceeding at law or in equity against any person or persons attempting, threatening or committing such violation, including proceedings to restrain or prevent such violation or attempted or threatened violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with the applicable provision hereof; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover from the violator of any provision hereof such damages as such person has sustained by reason of the violation of such provisions. The Developer or any person or persons owning property in the Subdivision may prosecute any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any of the provisions hereof.

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

Effect of Violations on Mortgages

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms; subject, however, to the provisions herein contained.

II.

GENERAL RESTRICTIONS

Regarding Subdivision

1. No lot shall be resubdivided, except Lot No. 25, which may be resubdivided one time, and one time only, and then into no more than two (2) lots, each of which shall contain not less than one (1) acre.

Construction

2. A. No lot in the subdivision or any part thereof shall ever be used for any business or commercial purposes whatsoever.

B. Only one (1) single family residence shall be constructed on any one (1) lot in the subdivision. Subject to the following provisions hereof, one (1) garage may be constructed on any one (1) lot. Each enclosed garage must be attached to or adjacent to and form a part of the principal residence area or complex. If the wall of such garage nearest

the main residence is more than fifty (50) feet distance from the nearest wall of the main residence, or is not connected to the main residence by a hallway or covered walkway, then such garage is not adjacent to and does not form part of the principal residence area or complex and is in violation of these restrictions. All garages must be constructed using the same type and quality of materials used in construction of the principal residence. Any unenclosed garage, i.e., carport, must be attached to and have the same roofing materials as the principal residence.

C. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1,200 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such dwelling shall be constructed of permanent type building materials of the usual and general use in construction of residences in nice appearing first-class neighborhoods requiring a minimum of 1,200 square feet of heated area or more for residences. The exterior construction material for each dwelling shall consist of at least 51% brick or rock and no used lumber may be employed in such construction. All driveways and driveway areas extending from the Subdivision streets or roadways to any improvement upon any lot shall be fully paved with asphalt, blacktop or concrete and shall be maintained in a neat and serviceable condition. All driveways and entrance ways to all lots within the subdivision shall be from streets and roadways within the subdivision and there shall be no driveway or entrance from Ranchero Road or other roadway outside the subdivision to any lot abutting or adjacent to the said Ranchero Road or other outside roadway.

D. The construction of any structure once commenced shall be diligently prosecuted and in any event shall

be completed before the expiration of one hundred eighty (180) days following its commencement. No part of any residence or other building shall be closer than thirty (30) feet to the boundary of any street or road in the Subdivision, and no part of any residence or building shall be closer than five (5) feet from any side lot line or ten (10) feet from any rear lot line.

E. No fences may be built on lots prior to the construction of the residence thereon. The backyard area of the lot may be fenced, but no fence shall come further forward on the lot than the furthest projection of the residence constructed on the lot; and in no event shall the fence come closer than thirty (30) feet to the boundary of any street or road in the Subdivision on which the residence fronts.

F. No house shall be moved from any other location and placed or erected on any lot in the subdivision.

G. Each residence shall be equipped with an underground sewage disposal system which shall conform in all respects to the requirements and recommendations of the Public Health Department of the State of Texas and any other agency or governmental unit having jurisdiction, including sufficient tanks and drain-field capacity for the expected use.

H. No house trailer, mobile home, camper trailer, camper vehicle, motor vehicle or any other type of movable structure or structure of a temporary character may be lived in on any lot. No tent, shack or shed or any other outbuildings, except those specifically described and permitted herein shall ever be erected or maintained on any lot in the Subdivision.

General

3. In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot as a nice appearing, well

kept lot typical of a lot in a subdivision requiring a minimum of 1,200 square feet of enclosed area for its residences. For example, and by way of illustration only and not by limitation, no noxious or offensive activities shall be carried on which may be or become a public or private nuisance. No lot shall be a dumping ground for rubbish. All rubbish and household garbage shall be removed from each lot at least once each seven (7) days and no such rubbish or garbage shall be buried, burned or otherwise disposed of on any lot, except that wood, leaves, paper and other readily combustible trash may be burned if burned in an incinerator or without creating a fire hazard. No building material of any kind shall be placed or stored upon any lot, except during actual construction. No unsightly storage shall be permitted. Trucks or other unsightly vehicles shall be kept in an enclosed garage or storage facility protected from the view of the public and other residents of the Subdivision. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that each lot shall remain in a neat and attractive condition. Upon failure of any owner to do so within thirty (30) days after notice to the owner, the Developer may enter upon said lot and correct the problem at the expense of the Owner, provided that the charge to the Owner shall not exceed the reasonable and necessary actual expense of so doing.

III.

ANIMALS

No animals or livestock, other than dogs, cats and common household pets shall be kept in the Subdivision, and then only upon the condition that the custodian thereof abide at all times by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control and ownership of such animals within the City including "leash" and "vaccination" ordinances and reference is here made to

such ordinances and regulations for all purposes, and the same shall be deemed fully applicable to all lots in the Subdivision.

IV.

OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the Subdivision, so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the Subdivision.

V.

WATER

1. Developer agrees to cause and pay for the Kerrville South Water System to be extended into the Subdivision, which will make water for household purposes available to each numbered lot in the Subdivision. The rates and charges for water shall be as set by such water system, from time to time, subject to regulation by the Texas Public Utility Commission.

2. No water from any stream located in the Subdivision shall be dammed or impounded or be removed for domestic, irrigation or any other purposes.

VI.

LOT OWNERS' ASSOCIATION

1. At such time as one-half (1/2) of the lots in the Subdivision have been sold or contracted for sale by the Developer, each lot owner will be informed of the time, date

and place of an initial meeting of all lot owners to be held for the purpose of organizing the Deerfield Lot Owners' Association. Each lot owner, including the Developer, attending or represented by written proxy at such meeting, shall have one vote for each lot owned by such owner on all votes on all business coming before and transacted at the meeting. A majority of the votes of the lot owners in attendance at such meeting in person or represented by written proxy on any item of business coming before the meeting shall be sufficient to adopt and affirm such item of business on behalf of the association.

2. Votes at the initial organizational meeting of the association shall be evidenced by written ballot furnished by the Developer, and in addition to such other business as shall come before the meeting, the meeting shall address and act upon the following items:

A. Selection of the form of the association, e.g., nonprofit corporation, informal association, etc.

B. Election of officers to hold the offices of President, Vice President, Secretary and Treasurer during the first association operating year.

C. Election of a committee to prepare and adopt bylaws for the association.

D. Levy an assessment against each lot and lot owner in the Subdivision sufficient in amount to meet for the next twelve (12) month period of time the expenses hereinafter provided to be borne and paid by the association with respect to the Subdivision roadways.

E. Set the time, place and date of the next meeting of the members of the association, which shall not be later than one (1) year from the date of the initial meeting. There shall be a meeting of the members of the association at least once each year.

F. Following initial construction of the roadways within the Subdivision, the Developer shall have no further obligation with regard thereto, and in the absence of Kerr County or other governmental agency keeping such roadways in a good condition of maintenance and repair, such maintenance and repair shall be the responsibility of the association at its cost and expense.

G. The association shall have the right and authority to undertake such other projects as it shall elect for the mutual benefit of all lot owners within the Subdivision.

H. The association shall from time to time, and not less often than once each year, assess against each lot and lot owner within the Subdivision an assessment and charge sufficient to meet the expenses of organizing and operating the association and to pay the maintenance costs herein imposed upon and which may be assumed by the association. All such assessments upon any lot in the subdivision shall become the personal obligation of the owner of such lot, as well as an encumbrance upon such lot and the association shall have and is hereby granted a lien upon each lot to secure payment of such assessments and such assessments shall be obligations running with the land.

VII.

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Committee is hereby created. It will be the purpose of such Committee to insure for the Developer and all owners of lots in the Subdivision harmony of external and structural design and quality, and compliance with the provisions hereof as to improvements and structures. The initial Architectural Committee is composed of the following persons:

FIRST AMENDMENT TO THE
RESTRICTIONS AND RESTRICTIVE COVENANTS FOR
DEERFIELD SUBDIVISION

VOL 204 PAGE 521

780618

THE STATE OF TEXAS X

THE COUNTY OF KERR X

KNOW ALL MEN BY THESE PRESENTS:

THAT HARVEY BRINKMAN, therein and herein called "Developer," did execute under date of January 16, 1978, those certain Restrictions and Restrictive Covenants for Deerfield Subdivision, which are recorded in Volume 204, Page 240, et seq., of the Deed Records of Kerr County, Texas, to which restrictions and restrictive covenants and the record thereof reference is here made for all purposes, and Developer desires to amend such restrictions and restrictive covenants in the respects and only in the respects hereinafter delineated.

NOW, THEREFORE, such restrictions and restrictive covenants are hereby amended by deleting therefrom the last sentence of Paragraph D under Section II entitled "General Restrictions Regarding Subdivision," which sentence is as follows: "No part of any residence or other building shall be closer than thirty (30) feet to the boundary of any street or road in the Subdivision, and no part of any residence or building shall be closer than five (5) feet from any side lot line or ten (10) feet from any rear lot line.," and substituting therefor and in lieu thereof the following language: "No part of any residence or other building shall be closer than thirty (30) feet to the boundary of any street or road in the Subdivision, and no part of any residence or building shall be closer than five (5) feet from any side lot line or ten (10) feet from any rear lot line; provided, however, that a residence constructed on Lot 36 shall be no closer than fifteen (15) feet to the right of way boundary for Fawn Valley Lane, as the same lies adjacent

the East boundary of said Lot 36, and no residence constructed on Lot 33 shall be closer than fifteen (15) feet to the right of way boundary for Fawn Valley Lane, as the same lies adjacent to the West boundary of such Lot 33."

IN WITNESS WHEREOF, this amendment to said Restrictions and Restrictive Covenants is executed this 25th day of January, 1978, and prior to execution, delivery or recordation of any conveyance of any property out of said subdivision by Developer.

Harvey Brinkman
HARVEY BRINKMAN, Individually and
as Attorney in Fact for Jack Moore

THE STATE OF TEXAS X

THE COUNTY OF KERR X

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared HARVEY BRINKMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of January, 1978.

James H. Barefield
Notary Public in and for
Kerr County, Texas

My Commission Expires:

June 30, 1978

FILED FOR RECORD

at 3:27 o'clock P.M.

JAN 26 1978

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Dona Klingemann Deputy



Filed for record January 26, 1978 at 3:27 o'clock P.M.
Recorded January 31st, 1978
EMMIE M. MUENKER, Clerk

By Dona Klingemann Deputy

SECOND AMENDMENT TO THE
RESTRICTIONS AND RESTRICTIVE COVENANTS FOR

DEERFIELD SUBDIVISION VOL. 305 PAGE 510

9094

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR

THAT HARVEY BRINKMAN, therein and herein called "Developer," did execute under date of January 16, 1978, those certain Restrictions and Restrictive Covenants for Deerfield Subdivision, which are recorded in Volume 204, Page 240, et seq., of the Deed Records of Kerr County, Texas, and the First Amendment to the Restrictions and Restrictive Covenants for Deerfield Subdivision, which are recorded in Volume 204, Page 521 of the Deed Records of Kerr County, Texas to which restrictions and restrictive covenants and amendments and the record thereof reference is here made for all purposes, and the Deerfield Home and Property Owners Association desires to amend such restrictions and restrictive covenants in the respects and only in the respects hereinafter delineated.

NOW, THEREFORE, such restrictions and restrictive covenants are hereby amended by adding to Article II, Section 2,B entitled "General Restrictions Regarding Subdivision" the following sentence "Any garage constructed and part of or adjacent to any residence shall be large enough to accommodate a minimum of two mid-size automobiles."

Article II, Section 2,C shall be hereby amended by deleting therefrom the sentences: "Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1,200 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such dwelling shall be constructed of permanent type building materials of the usual and general use in construction of residences in nice appearing first-class neighborhoods requiring a minimum of 1,200 square feet of heated area of more for residences.," and substituting therefor and in lieu thereof the following language: "Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1,400 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such

dwelling shall be constructed of permanent type building materials of the usual and general use in construction of residences in nice appearing first-class neighborhoods requiring a minimum of 1,400 square feet of heated area or more for residences."

Article II, Section 2,E shall be hereby amended by adding to the last sentence the following language: ", except decorative-type fences as approved by the Architectural Committee; such decorative fences shall be no higher than thirty-six (36) inches and shall not be constructed of any wire material. Any decorative fence shall not extend beyond the street right-of-way line."

Article II, Section 2,H shall be hereby amended by deleting therefrom the paragraph as follows: "No house trailer, mobile home, camper trailer, camper vehicle, motor vehicle or any other type of movable structure or structure of a temporary character may be lived in on any lot. No tent, shack or shed or any other outbuilding, except those specifically described and permitted herein shall ever be erected or maintained on any lot in the Subdivision," and substituting therefor and in lieu thereof the following language: "No motor home, travel trailer, mobile home, modular home, house trailer, camping trailer, boat, truck body, basement (unless part of a complete home), tent, shack, garage, barn or other building shall at any time be used as a residence, either temporarily or permanently.

Mobile Home and Modular Home Defined:

' . . . any structure transportable in one or more sections on either a permanent or temporary chassis or other conveyance device, which is eight body feet or more in width and is 32 body feet or more in length and which is manufactured at a location other than the homesite, and which is designed to be a single-family or multi-family residence when transported to the homesite and which is designed to be connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems contained therein as well as any furniture, appliances, drapes, carpet, wall covering, or any other items which are attached to or contained in the home and which are included in the cash price and sold in conjunction with the home. Such terms shall include all mobile homes and modular homes which satisfy the above definition.'

Article II, Section 3 shall be hereby amended by deleting therefrom the sentence: "In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot as a nice appearing, well kept lot typical of a lot in a subdivision requiring a minimum of 1,200 square feet of enclosed area for its residences," and substituting therefor and in lieu thereof the following language: "In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot as a nice appearing, well kept lot typical of a lot in a subdivision requiring a minimum of 1,400 square feet of enclosed area for its residences."

Article VII, Paragraph 2 shall be hereby amended by deleting therefrom the sentence as follows: "The Committee shall have the right to designate a representative to act for it in all matters arising hereunder."

Article VII, Paragraph 3 shall be hereby amended by deleting therefrom the sentence as follows: "Such approval may be evidenced by the signatures of one of the members of the Committee on the proposed plans with the words 'APPROVED this ____ day of _____, 19____,' and substituting therefor and in lieu thereof the following language: "One complete set of plans should be submitted for approval to the chairman of the Architectural Committee. A minimum of two (2) signatures of said Committee shall be required for approval of plans which shall be evidenced by the signatures of both of the members of the Committee on the proposed plans with the words 'APPROVED this ____ day of _____, 19____.' Said Committee shall consist of a maximum of three (3) property owners. In the event of an absence of any Committee member, one of the officers of the Homeowners Association shall act on his/her behalf."

Article VII, Paragraph 3 shall be further amended by deleting therefrom the sentence: "The Architectural Committee shall have discretion to approve or reject plans and to make recommendations, but must at all times follow the existing restrictions and act reasonably and without discrimination," and substituting therefor and in lieu thereof the following language: "The Architectural Committee shall have discretion to approve or reject plans and to make recommendations, but must at all time follow the existing restrictions as amended and act reasonably and without discrimination."

Article VII, Paragraph 3 shall be further amended by adding the sentence as

follows: "Approval or rejection shall be rendered within ten (10) calendar days by said Committee."

IN WITNESS WHEREOF, this amendment to said Restrictions and Restrictive Covenants is executed this 19th day of October, 1984, in accordance with the provisions for amendments in said Restrictions and Restrictive Covenants.

Clara Molder
Clara Molder, President
Deerfield Home and Property
Owners Association

Don Voelkel
Don Voelkel, Vice-President
Deerfield Home and Property
Owners Association

Brian Crenshaw
Brian Crenshaw, Treasurer
Deerfield Home and Property
Owners Association

Laura Abbott
Laura Abbott, Secretary
Deerfield Home and Property
Owners Association

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Clara Molder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of October, 1984.

D. R. Voelkel
Notary Public in and for the
State of Texas

My Commission Expires:
3-6-85




THE STATE OF TEXAS

THE COUNTY OF KERR

VOL 305 PAGE 514

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Don Voelkel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of October, 1984.


D.R. Voelkel
Notary Public in and for the
State of Texas

My Commission Expires:
5-6-85




THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Brian Crenshaw, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of October, 1984.


D.R. Voelkel
Notary Public in and for the
State of Texas

My Commission Expires:
5-6-85




THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Laura Abbott, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of October, 1984.




D.R. Voelkel
Notary Public in and for the
State of Texas

My Commission Expires:
5-6-85

9094
See Amended Restrictions
of Highways Commissions
Deerfield Subdivision
to
The Public

VOL 305 PAGE 515

FILED FOR RECORD

at 3:24 P.M.

OCT 24 1984

PATRICIA DYE

Clerk County Court, El Paso County, Texas

By Samuel L. Huston Deputy

Filed by Deerfield Homeowners Assoc.

Return to:

Clara Molder
111 Hunters Way
Kerrville, Texas
78028

Filed for record October

24

, 1984 at 3:24 o'clock P. M.

Recorded October 26, 1984

PATRICIA DYE, Clerk

By Mary C. [Signature] Deputy

Whereas, we the undersigned property owners in Deerfield Subdivision, representing _____ of the 48 lots in the Subdivision, constituting a majority, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19 day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #: 42

Bonnie Crider, Jimmy Crider

Bonnie Crider, Jimmy Crider

Lot #: 5

R. J. Mueller
R. J. Mueller

Dorothy Mueller
Dorothy Mueller

Lot #: 47

Donald L. Abbott
DON ABBOTT

Laura Abbott
LAURA ABBOTT

Lot #: 44

Robert L. McDonnell
ROBERT L. McDONNELL

Connie J. McDonnell
Connie J. McDonnell

Lot #: 35

Harriette Tranfaglia
HARRIETTE TRANFAGLIA

Vincent J. Tranfaglia
VINCENT TRANFAGLIA

Lot #: 4

Laverne Crenshaw
LAVERNE CRENSHAW
THE STATE OF TEXAS

Bryan Crenshaw
BRYAN CRENSHAW

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Bonnie Crider, Jimmy Crider, R. J. Mueller, Dorothy Mueller, Donald Abbott, Laura Abbott, Robert L. McDonnell, Connie J. McDonnell, Harriette Tranfaglia, Vincent Tranfaglia, Laverne Crenshaw, Bryan Crenshaw, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of October, 1984.

Joseph W. Arnold
Notary Public in and for the
State of Texas
Joseph W. Arnold

My Commission Expires:

8/29/88



Whereas, we the undersigned property owners in Deerfield Subdivision, representing _____ of the 48 lots in the Subdivision, constituting a majority, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19 day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #1 13

Dorothy Spurny
DOROTHY SPURNY

Frank C. Spurny
FRANK C. SPURNY

Lot #1 22

E.D. Moon
ED. MOON

Mary A. Moon
Mary A. Moon

Lot #1 34

Fanny Kocurek Robert Kocurek
FANNY KOCUREK ROBERT KOCUREK

Fanny Kocurek
FANNY KOCUREK

Lot #1 6

I. L. Couch
I. L. COUCH

Lucille Couch
LUCILLE COUCH

Lot #1 38

Barbara R. Gray
BARBARA R. GRAY

Thomas G. Gray
Thomas G. Gray

Lot #1 28

David Gillum
DAVID GILLUM

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Dorothy Spurny, Frank C. Spurny, ED. Moon, Mary A. Moon, Fanny Kocurek, Robert Kocurek, I. L. Couch, Lucille Couch, Barbara R. Gray, Thomas G. Gray, David Gillum, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of October, 1984.

Joseph W. Arnold
Notary Public in and for the
State of Texas
Joseph W. Arnold

My Commission Expires:

8/29/88



Whereas, we the undersigned property owners in Deerfield Subdivision, representing _____ of the 48 lots in the Subdivision, constituting a majority, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19 day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #: 40Lana G. Gray
LANA G. GRAYLot #: 11Dave Hoffer
DAVE HOFFERVirgie M. Hoffer
VIRGIE M. HOFFERLot #: 12Bill Orr
BILL ORRBetty E. Orr
BETTY E. ORRLot #: 41Alfred Maier
ALFRED MAIEREileen Maier
EILEEN MAIERLot #: 43Gary Jobe
GARY JOBEDiana Jobe
DIANA JOBELot #: 46Mike Gray
MIKE GRAY

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Lana G. Gray, Dave Hoffer, Virgie M. Hoffer, Bill Orr, Betty E. Orr, Alfred Maier, Eileen Maier, Gary Jobe, Diana Jobe, Mike Gray.

names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of October, 1984.

Joseph W. Arnold
Notary Public in and for the
State of Texas
Joseph W. ARNOLD

My Commission Expires:

8/29/88

Whereas, we the undersigned property owners in Deerfield Subdivision, representing _____ of the 48 lots in the Subdivision, constituting a majority, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19 day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #: 7

L M Waddell
L M WADDELL

Lot #: 9

L M Waddell
L M WADDELL

Lot #: 45

Rachael M. Sorsveen
RACHAEL M. SORSVEEN

Lot #: 2

Inez Knippers
INEZ KNIPPERS

Howard Knippers
Howard Knippers

Lot #: 40

Sharon Burgess
Sharon Burgess

Frederick M. Burgess
FREDERICK M. BURGESS

Lot #:

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared L M Waddell, Rachael M. Sorsveen, Inez Knippers, Howard Knippers, Sharon Burgess, Frederick M. Burgess.

_____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of October, 1984.

Joseph W. Arnold
Notary Public in and for the
State of Texas
Joseph W. ARNOLD

My Commission Expires:

8/29/88



Whereas, I the undersigned property owner in Deerfield Subdivision, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 23rd day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot # 21

Kenneth R. Kennedy
KENNETH R. KENNEDY

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KENNETH R. KENNEDY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of October, 1984.



Nadine Knippers
Notary Public in and for Kerr County, Texas
NADINE KNIPPERS

My Commission Expires:

6-7-88

Whereas, ^{W.F.} the undersigned property owner in Deerfield Subdivision, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19 day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #1

Leslie L. Molden
Leslie L. Molden

Charles L. Molden
Charles L. Molden

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of October, 1984.



Elaine R. Stengel
Notary Public in and for Kerr County, Texas
ELAINE R. STENGEL

My Commission Expires:

2/19/85

Whereas, I the undersigned property owner in Deerfield Subdivision, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19th day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #: 25

Merrie M. Voelkel

MERRIE M. VOELKEL

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared MERRIE M. VOELKEL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that SHE executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of October, 1984.

D.R. Voelkel
Notary Public in and for Kerr County, Texas
D.R. VOELKEL

My Commission Expires:
05/06/85



Whereas, I the undersigned property owner in Deerfield Subdivision, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 22nd day of October, 1984 by the officers of the Deerfield Home and Property Owners Association.

Lot #: 25

Don W. Voelkel

DON W. VOELKEL

THE STATE OF TEXAS

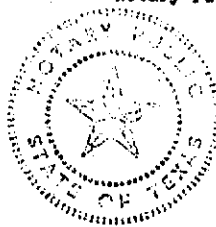
THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared DON W. VOELKEL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of October, 1984.

D.R. Voelkel
Notary Public in and for Kerr County, Texas
D.R. VOELKEL

My Commission Expires:
05/06/85



Whereas, I the undersigned property owner in Deerfield Subdivision, hereby consent and agree to the Second Amendment of the Restrictions and Restrictive Covenants for Deerfield Subdivision, as adopted by and executed on 19 day of October, 1984 by the officers of the Deerfield Home and Property Owners Association,

Lot #: 4-8

Thelma C. Duncan
Thelma DUNCAN

W. N. Duncan
W. N. DUNCAN

THE STATE OF TEXAS

THE COUNTY OF KERR

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Thelma C. Duncan/W. N. Duncan to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of October, 1984.

Judith A. Brandt
Notary Public in and for Kerr County, Texas
Judith A. Brandt

My Commission Expires:
2-10-87

9095 P
Consent & Agreement
Bonnie Cider, et al
to
The Public

Filed by Deerfield Home Owners
Assoc.

FILED FOR RECORD

at 3:24 o'clock P.M.

OCT 24 1984

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Jimmie C. Houston Deputy

Return to:
Clara Molder
111 HUNTERS WAY
KERRVILLE, TEXAS
78028

Filed for record October 24, 1984 at 3:24 o'clock P.M.
Recorded October 26, 1984
PATRICIA DYE, Clerk By Mary C. Hansen Deputy

2/589

589

THE STATE OF TEXAS

County of Kerr

That F. W. BURGESS

KNOW ALL MEN BY THESE PRESENTS,

Kerr County, Texas, for and in consideration of One and no hundred and no Dollars (\$1.00) to me in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right of way for an electric transmission and/or distribution line, consisting of various number of wires, and all necessary or desirable appurtenances including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, poles and guys, at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in: d.N. Francis Survey Kerr County, Texas, to-wit: No. 146 Nathaniel Hoyt Survey No. 147

This being a certain tract or land out of the W. N. Francis Survey number 146 and the Nathaniel Hoyt Survey number 147 as conveyed to F. W. Burgess by W. C. Bell as recorded in Volume 40, page 19, of the deed records of Kerr County, Texas.

The easement being the center line of a right of way line herein described.

Beginning at a present Authority's distribution line pole, said pole being located three thousand and seventy feet (more or less) in a South Easterly direction from a point at which said distribution line enters at the North corner of F.W. Burgess' property; Thence in a Westerly direction for a distance of thirty feet (more or less) for an Authority's down guy. Beginning again at said distribution pole. Thence in an Easterly direction for a distance of three hundred feet (more or less) to F. W. Burgess East property line for an aerial right of way.

Together with the right of ingress and egress over my (ours) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging net, wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned.

Not more than 50 towers, 50 H-Frames, 50 poles and .000 guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of \$10.00 Dollars (\$10.00) for each tower, H-Frame, pole and guy erected in excess of said number, and upon each payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Authority, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 29 day of March 1956. F. W. Burgess

THE STATE OF TEXAS

County of Kerr

BEFORE ME

Kerr County, Texas, on this day personally appeared F. W. Burgess

a Notary Public in and for

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of March A. D. 1956 (SEAL) R A Renschel Notary Public Kerr County, Texas

THE STATE OF TEXAS

County of

BEFORE ME

County, Texas, on this day personally appeared

a Notary Public in and for wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19 (SEAL) Notary Public County, Texas

THE STATE OF TEXAS

County of

BEFORE ME

County, Texas, on this day personally appeared

a Notary Public in and for President of

of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the President

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19 (SEAL) Notary Public County, Texas

FILED FOR RECORD BY ME AT 10:15 A. M. MAY 16 1956 OFFICE OF THE COUNTY CLERK OF KERR COUNTY, TEXAS